

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION

TRAVELERS CASUALTY AND SURETY COMPANY  
OF AMERICA,

Plaintiff,

vs.

YOUNG CONSTRUCTION & PAVING, LLC; KAREN B.  
YOUNG; GORDON T. YOUNG; JEFFREY D. YOUNG;  
MONICA L. YOUNG; JOSEPH WELLS; TERRI  
WELLS; LUKE D. VANDER BLEEK; and JOAN L.  
VANDER BLEEK,

Defendants.

and

JOSEPH WELLS; TERRI WELLS; LUKE D. VANDER  
BLEEK; and JOAN L. VANDER BLEEK,

Counter-Plaintiffs/Third-Party Plaintiffs,

vs.

TRAVELERS CASUALTY AND SURETY COMPANY  
OF AMERICA,

Counter-Defendants,

and

TRISSEL, GRAHAM AND TOOLE, INC., a corporation,  
DANIEL CURRAN, and ROGER A. COLMARK,

Third-Party Defendants.

No. 8-CV-50008

REPLY TO TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA'S  
MOTION FOR PRELIMINARY INJUNCTION

NOW COME the Defendants, JOSEPH WELLS, TERRI WELLS, LUKE D. VANDER BLEEK, and JOAN L. VANDER BLEEK, by RENO & ZAHM LLP, by Robert A. Fredrickson and Jack D. Ward, and for their Reply to Travelers Casualty and Surety Company of America's Motion for Preliminary Injunction, state as follows:

1. That Travelers has not shown the likelihood of success on the merits, and the Answer, Affirmative Defense, Counterclaim, and Third-Party Complaint of these Defendants show the invalidity and unenforceability of the underlying indemnity agreement.

2. That Joseph Wells, Terri Wells, Luke D. Vander Bleek, and Joan L. Vander Bleek have a long history and presence in the Sterling community and present no risk to Travelers to liquidate their assets and leave the area.

3. That the assets of the Wellses and Vander Bleeks are sufficient that if the Travelers successfully obtains a money judgment, the Wellses and Vander Bleeks would have the assets to pay their respective indemnity limits, and therefore Travelers has an adequate remedy at law.

WHEREFORE, the Defendants, JOSEPH WELLS, TERRI WELLS, LUKE D. VANDER BLEEK and JOAN L. VANDER BLEEK pray that the Court enter an order denying the Plaintiffs' request for preliminary injunction, and specifically any request that would require either the posting or liquidation of collateral before the case is determined on the merits inasmuch as these Defendants have shown by facts plead in a good faith defense to the validity and enforceability of the indemnity agreement.

Dated this 27 day of February, 2008.

JOSEPH WELLS; TERRI WELLS; LUKE  
D. VANDER BLEEK; and JOAN L.  
VANDER BLEEK

By: RENO & ZAHM LLP

By:   
Robert A. Fredrickson

RENO & ZAHM LLP  
BY: ROBERT A. FREDRICKSON, #00868469  
JACK D. WARD, #3125783  
MICHAEL J. SCHIRGER, #6290691  
2902 McFarland Road  
Perry Creek Plaza, Suite 400  
Rockford, IL 61107  
(815) 987-4050

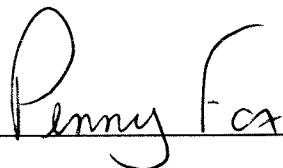
**CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the foregoing document was served upon the following:

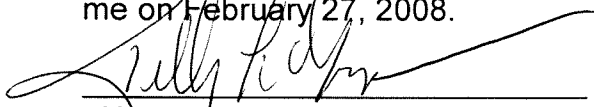
Atty. John E. Sebastian  
Atty. Albert L. Chollet, III  
Hinshaw & Culbertson, LLP  
222 No. LaSalle St., Suite 300  
Chicago, IL 60601

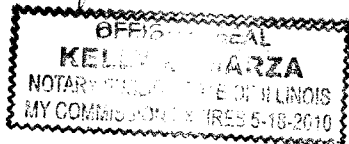
Atty. James M. Allen  
Hinshaw & Culbertson, LLP  
100 Park Avenue  
P.O. Box 1389  
Rockford, IL 61105

by depositing the same in the United States Mails, postage prepaid, addressed as above, at Rockford, Illinois on February 27, 2008.

  
\_\_\_\_\_

Subscribed and sworn to before me on February 27, 2008.

  
\_\_\_\_\_  
Notary Public



ROBERT A. FREDRICKSON, #412  
Reno & Zahm LLP  
2902 McFarland Road, Suite 400  
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815/987-4050